

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION

In re: ANTHONY AMODEI
Debtor(s)

LORI ANN BECKMAN AMODEI
Creditor(s)

WILLIAM C. MILLER
Trustee

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) CHAPTER 13
) Case No.: 19-17804-ELF
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ORDER

And Now to Wit this _____ day of _____ 2024, Upon Consideration of, LORI ANN BECKMAN AMODEI, and any Response in Opposition thereto, it is hereby DECREED AND ORDERED THAT THE SAID MOTION IS GRANTED. ANTHONY C. AMODEI IS HEREBY SANCTIONED FOR WILFUL FAILURE TO COMPLY WITH COURT's ORDER ENTERED AND APPROVED BY JUDGE ERIC FRANK, ON MARCH 24th 2020. **WITHIN 5 DAYS OF THIS ORDER**, ANTHONY C. AMODEI SHALL :

- 1) Bring the Life Insurance Policy with Omana Life UA1100835, in Compliance with the Qualified Domestic Relations Order (PASCES # 638114616), so that former spouse Lorry Ann Beckman Amodei is made the sole beneficiary of that policy.
- 2) Pay attorney's fees and costs to Lorry Ann Beckman Amodei, in the amount of \$4000, for costs of investigation which resulted in finding that ANTHONY C. AMODEI violated the PASCES Order, willfully, and for filing and litigating this Motion.
- 3) Failure to strictly follow this Order shall result in further sanctions including loss of property and may include the loss of liberty.

HONORABLE MAGDALENE COLEMAN,

SENIOR JUDGE E.D. of PA BK

“I FIGHT4JUSTICE”

by Predrag Filipovic, Esq.

PA BAR ID: 312568

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ATTORNEY FOR LORI BECKMAN AMODEI

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LORI ANN BECKMAN AMODEI MOTION FOR SANCTIONS

JURISDICTION OF BANKRUPTCY COURT

1. On or about August 8th 2017, Philadelphia Family Court, Domestic Relations, issued a final order for equitable distribution on the parties, as final condition of their divorce. See PASCES # 638114616, Order attached, as **Exhibit A**.
2. As Anthony Amodei filed Ch 13 in this Court, and Lori was a creditor due to her interest with Anthony's PGW pension, and other interests Lori was vested with, and had filed a timely claim related thereto.
3. After some negotiations, on March 24th 2020, parties entered into a stipulation whereby *inter alia*, Anthony was to assure compliance with all aspects of prior PACES Order, and

Judge Eric Frank signed the Stipulation into an Order of this Court, on that date. See **Ex.**

B.

4. Paragraph 7 of the Order requires Anthony Amodei to maintain a policy of life insurance, with UNITED OF OMAHA LIFE INSURANCE CO. a 20 yr. term (policy #UA1100835 (“the policy”)), for at least \$150,000, where wife and the movant herein, LORI ANN BECKMAN AMODEI, would be an irrevocable and sole beneficiary, and further that Husband’s PGW pension plan would be encumbered for monthly premium payments. *Id.* see ¶7 and 8.
5. An inquiry with Mutual of Omaha revealed that Anthony Amodei breached the Court Ordered obligation in that LORI ANN BECKMAN AMODEI, is no longer, and has not been a beneficiary on this policy for prolonged period of time, and instead named his current girlfriend a beneficiary. See letter from Mutual of Omaha attached as **Exhibit C**.
6. Anthony also failed to execute documents necessary for Lori to monitor her policy with United of Omaha, as the Order required, (see Ex. A ¶7), and also failed to deliver annual notifications causing her to expand undue attorneys’ fees with this office.
7. Instead, it is believed that Anthony Amodei named his current girlfriend a beneficiary in lieu of the mother of his children, Lori Amodei. *Id.*
8. Anthony acted in direct and willful defiance of this Court’s order, as set forth above, and Thereby damaged interests of Lori, and his conduct fits the criteria for award of counsel fees under 42 Pa. C.S. § 2503(7), as vexatious, obdurate and dilatory.
9. By changing the name of the beneficiary on his life insurance policy, after this Court and Philadelphia Family Court, has ordered that Lori Ann be the beneficiary, Anthony has

exhibited deceitful conduct to the State and Federal authorities, seeking to deprive the rightful, Court Ordered beneficiary Lori Ann, of a sum of over \$150,000.

- 10.** I Predrag Filipovic, Esq. hereby certify under penalties of 18 Pa. C.S. § 4904 that I have spent at least 8.5 hours in investigating, researching the issues bearing on this matter, including drafting, dispatching and reviewing written communications with Mutual of Omaha, (Ex. B), review of proceedings in this Court and this Court's order, and in drafting serving this motion. I further certify that my hourly rate in February of 2021, was set at \$300 per hr. by Honorable J. Wolson of E.D. of PA in the matter of MLADENOVICH v. PROFESSIONAL COLLECTION, LLC. Pennsylvania Eastern District Court. Judge: Joshua D Wolson. Case #: 2:20-cv-05082, which adjusted for experience and inflation adjusts to \$500 per hr. in January of 2024.
- 11.** The 2023 Philadelphia Community Legal Services attorney fee schedule lists an hourly rate range of \$420-\$525 for an attorney with over eleven to fifteen years of experience. "The fee schedule established by Community Legal Services, Inc. ("CLS") has been approvingly cited by the Third Circuit as being well developed and has been found by the Eastern District of Pennsylvania to be a fair reflection of the prevailing market rates in Philadelphia." Maldonado v. Houstoun, 256 F.3d 181, 187 (3d Cir. 2001). The CLS fee schedule is available at <http://clsphila.org/about-cls/attorney-fees>.
- 12.** "Courts in this district have relied upon the CLS [Schedule] as an adequate determination of market rates in the Eastern District of Pennsylvania." Navarro v. Monarch Recovery Mgmt. Inc., No. 13-3594, 2014 WL 2805244, at *4 (E.D. Pa. June 20, 2014) (collecting cases)); see also Shelton v. Restaurant.com Inc., 2016 WL 7394025, at *4

13. (D.N.J. Dec. 21, 2016)(“As the Third Circuit has approved of courts’ use of the [CLS Schedule] in determining a reasonable hourly rate for attorneys’ fees, the Court will employ the fee schedule in its determination of the hourly rates in this case.”); Williams v. Care, No. CV 14-6347, 2016 WL 4478810, at *7 (E.D. Pa. Aug. 25, 2016)(utilizing the CLS Schedule to determine whether market rates were reasonable); Hawthorne v. Municipality of Norristown, No. CV 15-01572, 2016 WL 1720501, at *5 (E.D. Pa. Apr. 29, 2016)(same).

WHEREFORE Movant, LORI ANN BECKMAN AMODEI, hereby pleads that this Honorable Court enter an Order in form proposed hereto:

Respectfully submitted,

“I FIGHT4JUSTICE”, L/O of Predrag Filipovic Esq.

By: s//Predrag Filipovic, Esquire

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Attorney for Defendant Mr. LORI ANN BECKMAN
AMODEI

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ATTORNEYS FOR DEFENDANT

ANTHONY C. AMODEI : SEPTEMBER TERM, 2010, NO. 8476

vs. D.R. #14-07443

LORI ANN BECKMAN AMODEI : PACSES NO. 638114656

**MEMORANDUM OF LAW IN SUPPORT OF DEFENDANT’S MOTION TO
PRESERVE ISSUES FOR APPEAL**

I. QUESTION BEFORE THE COURT

Defendant’s Motion For Sanctions and Contempt.

II. QUESTIONS BEFORE THE COURT

1. Did Anthony violate Order of this Court attached as Ex. A ?

Proposed Answer: In the affirmative.

III. UNDISPUTED FACTS

On or about August 8th 2017, this Honorable Court issued a final order for equitable distribution on the parties, as final condition of their divorce. See Order attached, as **Exhibit A**. Paragraph 7 of the Order requires Anthony Amodei to maintain a policy of life insurance, with UNITED OF OMAHA LIFE INSURANCE CO. a 20 yr. term (policy #UA1100835 (“the policy”)), for at least \$150,000, where wife and the movant herein, **LORI ANN BECKMAN AMODEI**, would be an irrevocable and sole beneficiary, and further that Husband’s PGW pension plan would be encumbered for monthly premium payments. Id. see ¶7 and 8.

An inquiry with Mutual of Omaha revealed that Anthony Amodei breached the Court Ordered obligation in that **LORI ANN BECKMAN AMODEI**, is no longer, and has not been a beneficiary on this policy for prolonged period of time. See letter from Mutual of Omaha attached as **Exhibit B**.

Anthony also failed to execute documents necessary for Lori to monitor her policy with United of Omaha, as the Order required, (see ¶7), and also failed to deliver annual notifications causing her to expand undue attorneys' fees with this office. Instead, it is believed that Anthony Amodei named his current girlfriend a beneficiary in lieu of Lori Amodei. Id.

IV. LEGAL ARGUMENT

Anthony acted in direct and willful defiance of this Court's order, as set forth above, and Thereby damaged interests of Lori, and his conduct fits the criteria for award of counsel fees under 42 Pa. C.S. § 2503(7), as vexatious, obdurate and dilatory.

Anthony has shown deceitful conduct towards this Court and towards Philadelphia Family Court.

I Predrag Filipovic, Esq. hereby certify under penalties of 18 Pa. C.S. § 4904 that I have spent at least 8.5 hours in investigating, researching the issues bearing on this matter, including drafting, dispatching and reviewing written communications with Mutual of Omaha, (Ex. B), review of proceedings in this Court and this Court's order, and in drafting serving this motion. I further certify that my hourly rate in Feb of 2021, was set at \$300 per hr. by Honorable J. Wolson of E.D. of PA in the matter of MLADENOVICH v. PROFESSIONAL COLLECTION, LLC. Pennsylvania Eastern District Court. Judge: Joshua D Wolson. Case #., 2:20-cv-05082, which adjusted for experience and inflation adjusts to \$500 per hr. in Nov of 2023.

Respectfully submitted,

“I FIGHT4JUSTICE”, L/O of Predrag Filipovic Esq.

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CERTIFICATE OF SERVICE

I Predrag Filipovic, hereby certify that the foregoing motion will be served upon opposing counsel hereto via Court's ECF.